B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)

ADVERSARY PROCEEDING NUMBER
(Court Use Only)

17- 90095

PLAINTIFFS	DEFENDANTS
Med Homepage, Inc., a Washington corporation, and Kim Vanderlinden, an individual.	Imagenetix, Inc., a Nevada corporation, and Does 1 - 10, inclusive.
ATTORNEYS (Firm Name, Address, and Telephone No.) John E. Dolkart, Jr., Esq. 1750 Kettner Blvd. Suite 416 San Diego, CA 92101 Tel: +1 (619) 501-1083	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☑ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☑ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

[1] Declaratory Relief; [2] Rescission; and [3] Breach of Contract

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☑ 11 - Recovery of money/property - § 542 turnover of property
- ☑ 12 - Recovery of money/property - § 547 preference
- ☐ 13 - Recovery of money/property - § 548 fraudulent transfer
- ☐ 14 - Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31 - Approval of sale of property of estate and of co-owner - § 363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41 - Objection / revocation of discharge - § 727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51 - Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66 - Dischargeability - § 523(a)(1),(14),(14A) priority tax claims
- ☐ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
- ☐ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
- ☐ 63 - Dischargeability - § 523(a)(8), student loan
- ☐ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65 - Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71 - Injunctive relief - reinstatement of stay
- ☐ 72 - Injunctive relief - other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81 - Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☑ 91 - Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01 - Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§ 78aaa *et.seq.*
- ☐ 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $ 350,000.00

Other Relief Sought
Rescission of Contract

B1040 (Page 2) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Imagenetix, iInc.		BANKRUPTCY CASE NO. 12-16423-MM7
DISTRICT IN WHICH CASE IS PENDING Southern District of California	DIVISIONAL OFFICE San Diego	NAME OF JUDGE Margaret M Mann
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE 4/11/2017	PRINT NAME OF ATTORNEY (OR PLAINTIFF) JOHN L. JOCKART, JR.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

John E. Dolkart, Jr. (SBN 259707)
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Attorney for Med Homepage, Inc. and Kim Vanderlinden

FILED
2017 APR 11 PM 4:08
CLERK
U.S. BANKRUPTCY CT.
SO DIST. OF CALIF.

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

In Re: IMAGENETIX, INC., a Nevada corporation Debtor.	Case No. 12-16423-MM7 Adv. Proc. No. 17-90095 Ch. 11
MED HOMEPAGE, INC., a Washington corporation; KIM VANDERLINDEN, an individual; Plaintiffs, v. IMAGENETIX, INC., a Nevada corporation; and DOES 1 through 10, inclusive; Defendants.	Hon. Margaret M. Mann ADVERSARY COMPLAINT FOR DECLARATORY RELIEF, INJUNCTIVE RELIEF AND MONETARY DAMAGES

COMPLAINT FOR DECLARATORY RELIEF, INJUNCTIVE RELIEF AND MONETARY DAMAGES

Comes now, Plaintiffs Med Homepage, Inc. and Kim Vanderlinden, by and through its undersigned counsel John E. Dolkart, Jr., Esq., who complain against Defendants Imagenetix, Inc. and Does 1 through 10 inclusive, collectively referred to as "Defendants" hereby alleging as follows:

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NATURE OF THE ACTION

1. This is an adversary proceeding by Plaintiffs against Defendants for declaratory relief, injunctive relief and monetary damages.

2. This action combines the Plaintiffs' damages claims with its requests for declaratory relief in a single adversary proceeding thus promoting judicial economy and the need for wasteful, duplicative or parallel proceedings

THE PARTIES

3. Plaintiff Med Homepage, Inc. (dba "Hope Science") is a Washington corporation with its principle place of business in Coronado, California.

4. Plaintiff Kim Vanderlinden ("Vanderlinden"), an individual, is the controlling shareholder, chief officer, and chairman of the board of directors of Med Homepage, Inc.

5. Defendant Imagenetix, Inc. ("Imagenetix") is a Nevada corporation with its principle place of business in San Diego, County California.

6. The true names and identities of Doe Defendants 1 through 10 are currently unknown to Plaintiffs who will amend its Complaint at the time of discovery of such names/identifies pursuant to Federal Rule of Bankruptcy Procedure 7015.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334 and Federal Rule of Bankruptcy Procedure 7003, as this proceeding arises under and is related to the Chapter 7 case *In Re: Imagenetix, Inc.*, Case Number 12-16423-MM7, the above captioned matter, which is now pending before this Court.

8. This action is authorized under Bankruptcy Rule 7001, in that the injunctive and declaratory relief, which Plaintiffs seek, can only be sought in a proceeding such as this.

9. This Court has personal jurisdiction over Imagenetix pursuant to Federal Rule of Bankruptcy Procedure 7004(f).

10. Venue in this Court is proper pursuant to 28 U.S.C. § 1409.

GENERAL ALLEGATIONS

11. Plaintiff Med Homepage, Inc., referred to for these purposes as "Hope Science" is in the business of marketing and selling nutritional supplements for joint health, pain relief cream and periodontal health.

12. For almost ten (10) years now, Hope Science has marketed various products as "EFAC" (*esterified fatty acid complex*) ordering the compounds through Imagenetix.

13. This continued up to the time when Imagenetix filed for conversion from Chapter 11 debtor-in-possession to a Chapter 7 proceeding, thereby removing management and substituting Gary Rudolph as Trustee and manager of the Imagenetix's assets.

14. Since the time of the conversion Imagenetix has frustrated Hope Science's ability to order product pursuant to written agreements, which from time to time were amended during the 10-year relationship of the parties.

15. Note the Appendix of Exhibits filed herewith which contains the operative written agreements between Plaintiffs and Defendants for which relief sought.

16. The purpose of this proceeding is to determine the respective rights and duties of the parties as they pertain to these agreements.

17. To the extent such a determination cannot be made, Plaintiffs in the alternative request the court rescind the operative contracts attached hereto at the Appendix of Exhibits and award it damages subject to proof at trial.

COUNT 1

DECLARATORY RELIEF

(Against All Defendants)

18. Each of the preceding paragraphs 1 through 17 are incorporated herein by reference as if set forth in their entirety.

19. Filed herewith and incorporated by reference herein is an Appendix of Exhibits which contains the operative contractual agreements between Plaintiffs and Defendants.

20. Plaintiffs request a declaration of these rights, duties and obligations.

COUNT 2

RECISSION

(Against All Defendants)

21. Each of the preceding paragraphs 1 through 17 are incorporated herein by reference as if set forth in their entirety.

22. To the extent such declaratory relief and cannot be granted, Plaintiffs requests the court rescind the operative contracts and award damages subject to proof at trial.

COUNT 3

BREACH OF CONTRACT

(Against Defendant Imagenetix)

23. Each of the preceding paragraphs 1 through 17 are incorporated herein by reference as if set forth in their entirety.

24. Defendants conduct is in violation of the operative agreements between caused Plaintiffs to suffer irreparable harm and monetary damages in an amount to be proved at trial, in the form of out of pocket expenses, lost business opportunities, the inability to service known contracts with third parties and other costs to address and correct Defendants' willful violations of such agreements.

25. Plaintiffs request the court award it monetary damages subject to proof at trial for the Defendants' willful breach and violation of the operative agreements attached hereto and incorporated by reference hereby at the Appendix of Exhibits.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request that this Court issue an order:

1. A Declaration of the respective rights, duties and obligations of the Plaintiffs and Defendants as they pertain to the attached
2. Awarding Plaintiff actual damages, including attorney's fees and costs, in an amount to be proven at trial, but not less than $350,000;
3. Awarding further relief as this Court may deem just and proper.

Dated: April 11, 2017

Respectfully Submitted,
JOHN E. DOLKART, JR., ESQ.

By: ______________________
John E. Dolkart, Jr., Esq.

John E. Dolkart, Jr. (SBN 259707)
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*Attorney for Med Homepage, Inc.
and Kim Vanderlinden*

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

In Re: IMAGENETIX, INC., a Nevada corporation Debtor.	Case No. 12-16423-MM7 Adv. Proc. No. ________________ Ch. 11
MED HOMEPAGE, INC., a Washington corporation; KIM VANDERLINDEN, an individual; Plaintiffs, v. IMAGENETIX, INC., a Nevada corporation; and DOES 1 through 10, inclusive; Defendants.	Hon. Margaret M. Mann APPENDIX OF EXHIBITS

APPENDIX OF EXHIBITS TO ADVERSARY COMPLAINT

Exhibit A – Memorandum of Understanding dated February 13, 2014

Exhibit B – Memorandum of Understanding dated June 1, 2014

Exhibit C – Stock Purchase Agreement dated February 13, 2014

Exhibit D – Profit Sharing and Purchase Agreement dated August 31, 2014

Exhibit A

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Strictly Confidential - Very Sensitive Document

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, OR MEMORANDUM OF UNDERSTANDING, intended to be effective on the 13th day of February, 2014 ("Effective Date"), is made by and between IMAGENETIX, INC., a Nevada company publicly traded on NASDAQ, and represented by it's major shareholder and Chief Executive Officer, William P. Spencer, and who's principal place of business is located at 10845 Rancho Bernardo Rd., Ste. 105, San Diego, California 92127; and KIM VANDERLINDEN ("Vanderlinden"), sole managing member of PerioDyne, LLC, a California Limited Liability Company with it's principal place of business located at 600 Palm Ave., Ste. 220, Imperial Beach, California 91932.

RECITALS

A. Imagenetix and PerioDyne (formerly 'PerioDyme') entered into an Exclusive Licensing, Marketing and Distribution Agreement on April 8, 2013, whereby PerioDyne was granted the exclusive right and license to market and sell periodontal and human health products manufactured by Imagenetix incorporating certain of its patented ingredients. This Agreement described the terms upon which PerioDyne could order products from and through Imagenetix.

B. PerioDyne has been chartered and organized to market and promote a specific product manufactured by Imagenetix using one or more of its patented ingredients for gum health, which is safe for human consumption as a nutritional supplement health product.

C. The two companies have now determined that it is desirable to combine their respective experience and expertise in the nutritional health business. Imagenetix has expressed a desire to either effect a merger with PerioDyne or otherwise purchase Kim Vanderlinden's outstanding membership interests of 97.1% in this company thereby resulting in PerioDyne becoming a 97.1% owned subsidiary of Imagenetix, thereby possibly benefitting from reporting income and expenses on a consolidated report for tax purposes if permitted.

D. PerioDyne LLC. previously received funds from 4 investors. These 4 individuals have the option to convert their royalties due on PerioDyne sales into a combined total of 2.9% of PerioDyne LLC. These 4 investors paid the equivalent of $50,000 per unit, or $145,000 in total: $50,000, $50,000, $25,000, $20,000 respectfully. Each full unit comes with the option to convert into a 1% membership interest in PerioDyne LLC. These investors will now have the further option of converting their respective interests into preferred shares of Imagenetix based on the current offering as of Feb 10, 2014. A full unit of PerioDyne LLC. was $50,000 and one (1) preferred Imagenetix share is $9600. Therefore for each full unit of Periodyne these individuals have the option of 5.2083 shares of Imagenetix preferred stock. See the attachment for the PerioDyne LLC. Agreement with the four investors.

THEREFORE, in consideration of the premises and undertakings described herein; the mutual promises and covenants between the parties, and other valuable consideration as acknowledged by the parties, the parties hereby agree to the following:

1.1 **Transaction**

Please Note: This transaction is subject to bankruptcy court approval – and in addition may have legal terminology additions or revisions in keeping with the bankruptcy process and bankruptcy court approval. The parties agree that Imagenetix will purchase and acquire 97.1% (ninety seven and one tenth percent) of the membership interests in PerioDyne from Vanderlinden. Vanderlinden shall resign as the sole managing member of the company and Imagenetix shall become the sole Managing Member of the Company in exchange for the consideration described below.

2.1 **Consideration**

(a) Exchange of shares for membership interest: Vanderlinden agrees to relinquish, transfer and assign 97.1% of his equity ownership in PerioDyne, which substantially comprises his managing membership interest and designation, to Imagenetix in exchange for 3,451,572 million shares of Imagenetix which shall be restricted pursuant to Rule 144 of the Securities and Exchange Act of 1934.

(b) Warrants: In addition to the shares being exchanged for the membership interest, Imagenetix agrees to provide warrants to Vanderlinden to purchase and acquire 1.7 million shares of Imagenetix stock exercisable at a price of $1.50 per warrant. Said warrants may be exercised at any time for a period of five (5) years from the date that the contemplated purchase transaction is completed.

(c) Royalty Payments: In addition, Vanderlinden shall be entitled to receive additional income in the form of royalty payments from sales of product calculated as follows:

(1) Six percent (6%) of all gross sales up to $5 million paid quarterly.

(2) Eight percent (8%) of all gross sales above $5 million up to $10 million paid quarterly.

(3) Ten percent (10%) for all gross sales above $10 million paid quarterly.

2.2 **Additional Consideration**

As additional consideration for transfer and assignment of his equity ownership in PerioDyne, Vanderlinden shall be entitled to the following:

(a) The purchase/exchange transaction shall be structured in such a way to have the least tax impact and consequence on Vanderlinden.

3.1 **Acknowledgment of Corporate Status**

Imagenetix is currently devising a Plan of Reorganization pursuant to it's Chapter 11 Proceeding. It is anticipated that this Plan should be finished and submitted by March 31, 2014 If, for any reason, Imagenetix is unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code, whichever is first to occur, this purchase Agreement and Memorandum of Understanding shall be terminated.

4.1 **Licensing and Marketing Agreement**

This Memorandum of Understanding is intended to be a binding agreement, and expresses the intent of the parties to continue to follow through with this purchase and exchange agreement. To accomplish this purchase, compliance with securities rules and regulations may be necessary, and corporate approvals must be obtained, in addition to completing the bankruptcy process. This bankruptcy process is subject to bankruptcy court approval.

During the period from the execution of this Agreement Imagenetix and PerioDyne shall be bound by the terms and conditions contained in the Exclusive Licensing, Marketing and Distribution Agreement. At such time as this purchase and exchange Agreement is completed, as defined by the transfer and assignment of Vanderlinden's Membership interest in Periodyne, and the issuance and delivery of Imagenetix's restricted, common shares and warrants, the Exclusive Licensing, Marketing and Distribution Agreement shall be superseded and be of no further effect.

If the transaction as contemplated fails to close and be completed as hereinabove described, and during the pendency of this Memorandum of Understanding, PerioDyne shall be granted at least a full quarter grace period from the effective date before being required to begin the minimum purchases as described in the Exclusive Licensing Agreement. Thus, if Imagenetix's reorganization Plan is denied and not accepted in the 1st quarter of 2014, then the grace period would be the second quarter of 2014. The minimum quarterly purchases would then begin in the 3rd quarter of 2014. This would result in an initial deposit for inventory that would need to be paid to Imagenetix by July 30, 2014. Should this occur, the minimum purchase requirements by for product from Imagenetix would be reduced by half or 50%. Using the scenario described above, by July 30, 2014 the initial order would be for 1,000,000 softgels and not 2,000,000 as in the Exclusive Licensing, Marketing and Distribution Agreement. Then the minimum purchase requirements for each of the following 3 quarters would be for $100,000. Then the minimum for each of the next 4 quarters would be $150,000. Then the minimum for each of the next 4 quarters would be $200,000 per quarter. Then the minimum for each of the next 4 quarters would be $250,000. Thereafter the minimum purchase per quarter will be $250,000.

If Imagenetix fails to exit chapter 11 in 2014, but is able to do so in 2015, then Imagenetix has the option until the end of 2015 to purchase Periodyne LLC. as described above. There will be no minimum purchase requirements due from PerioDyne.

5.1 **Miscellaneous Provisions**

a. Governing Laws: This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue and jurisdiction shall be the County of San Diego without regard to conflicts of laws. If either of the parties shall bring an action to enforce any provision hereof, the Prevailing Party shall be entitled to reimbursement for all reasonable attorney's fees and costs, together with other expenses related to the matter in controversy, and in addition to any other relief to which the prevailing Party may be entitled.

b. Modifications and Amendments. This Agreement represents the entire understanding between the parties relative to the matters contained herein, and supersedes all prior agreements and understandings respecting the same subject matter. This Agreement can only be modified and amended by an agreement in writing signed by both parties hereto.

c. Severability. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall be unaffected and the remainder construed to be valid and enforceable.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, email or other electronic medium shall have the same force and effect as an original signature, providing however, that the original signature shall be made available upon request.

e. Assignments. This Agreement is not assignable.

f. Heirs and Assigns. All benefits to be derived from this Agreement shall inure to the heirs and assigns of the parties hereto.

g. Authority. Each of the signers hereof warrant and represent that they have the requisite approval from any corporate entity they represent, and are authorized to enter into this Agreement.

h. Valuations. Any values for shares of stock or ownership interests mentioned herein are arbitrary and are acknowledged by the parties as being fair and negotiated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as shown below:

Imagenetix, Inc.: by ______________ Dated: 2·14·14
William P. Spencer, CEO

Kim Vanderlinden: ______________ Dated: Feb 14, 2014

Exhibit B

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Strictly Confidential - Highly Sensitive Document

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, OR MEMORANDUM OF UNDERSTANDING, intended to be effective on the 1st of June, 2014 ("Effective Date"), is made by and between IMAGENETIX, INC., a Nevada company publicly traded on NASDAQ, and represented by it's Chief Executive Officer, William P. Spencer, and who's principal place of business is located at 10845 Rancho Bernardo Rd., Ste. 105, San Diego, California 92127; and Med Homepage Inc. dba Hope Science Inc., a Washington State Corp, with a principal place of business at 600 Palm Ave, suite #220, Imperial Beach, California 91932.

RECITALS

A. Imagenetix and Med Homepage previously entered into both Exclusive and Non-Exclusive Licensing, Marketing and Distribution Agreements. Med Homepage was granted the right and license to market human health products on a non-exclusive basis and animal products on a worldwide exclusive basis. The products were manufactured by Imagenetix incorporating its patented ingredients. These Agreements described the terms upon which Med Homepage could order products from Imagenetix.

B. The two companies have now determined that it is desirable to combine their respective experience and expertise in the nutritional health business for both people and animals. Imagenetix has expressed a desire to acquire a 49% fractional share of Med Homepage earnings after expenses and costs of sale and before taxes. In return Imagenetix will supply product at cost to Med Homepage, and there will be no more minimum purchase requirements.

THEREFORE, in consideration of the premises and undertakings described herein; the mutual promises and covenants between the parties, and other valuable consideration as acknowledged by the parties, the parties hereby agree to the following:

1.1 **Transaction**

Imagenetix shall acquire the right to receive a forty nine percent (49%) fractional interest in and to all earnings received by Med Homepage after first deducting for expenses and costs of sales and before taxes. This transaction is subject to bankruptcy court approval – in addition this memorandum of understanding may have legal terminology additions or revisions in keeping with the bankruptcy process and bankruptcy court approval.

2.1 **Consideration**

Med Homepage currently purchases product from Imagenetix at a pricing schedule which provides for a markup from cost creating a margin benefitting Imagenetix. The consideration to be exchanged and paid for the right to receive the 49% fractional earnings received and earned by Med Homepage is in the form of lower costs to be charged Med Homepage for products distributed and sold by Imagenetix to be equal to the actual costs incurred and paid by Imagenetix from the manufacturer of such products, plus costs of shipping. There will be no further minimum purchase requirements.

2.2 **Additional Consideration**

(a) The purchase/exchange transaction shall be structured in such a way to have the least tax impact and consequence on Kim Vanderlinden.
(b) Imagenetix will provide fulfillment and shipping as well as business offices or premises. KV
(c) Imagenetix will assist and attempt to secure a US citizenship or a green card for Kim Vanderlinden and his wide Debbie Vanderlinden. Once citizenship or a green card is secured, Imagenetix has the option to acquire 100% of Med Homepage, but will still be required to provide Kim Vanderlinden 51% of the profits before taxes.

3.1 **Acknowledgment of Corporate Status**

Imagenetix is currently devising a Plan of Reorganization pursuant to it's Chapter 11 Proceeding. It is anticipated that this Plan should be finished and submitted by March 31, 2014. It is also anticipated that the Plan will be approved before the end of May, 2014. As a condition precedent to closing this transaction, Imagenetix must satisfy all conditions of the Chapter 11 Bankruptcy proceeding and be dismissed from the case on or before June 1, 2014. In the event that dismissal has not been ordered by June 1, 2014, the parties may elect to extend the date for dismissal and closure of this transaction, or terminate this Agreement, and declare same to be void and of no further effect. Additionally, if the Chapter 11 proceeding is ordered to be converted to a Chapter 7 liquidation proceeding, this Agreement shall be terminated and be of no further effect.

4.1 **Licensing and Marketing Agreement**

This Memorandum of Understanding is intended to be a binding agreement, and expresses the intent of the parties to continue to follow through with this purchase and exchange agreement. To accomplish this purchase, compliance with securities rules and regulations may be necessary in addition to completing the bankruptcy process.

If, for any reason, Imagenetix is unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code Med Homepage will retain the exclusive rights to market Imagenetix's patented technology in the animal market on a worldwide basis provided Med Homepage does not label the product as Celadrin.

Should Imagenetix be unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code, then Med Homepage will no longer required to purchase minimum quantities in order to maintain exclusivity in the animal market provided Med Homepage does not label the product as Celadrin.

Should Imagenetix be unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code, then Med Homepage will still have the right to purchase and sell Imagenetix's human products for the health professional markets on a non-exclusive basis provided Med Homepage does not label the product as Celadrin.

If Imagenetix fails to exit chapter 11 in 2014, but is able to do so in 2015, then Imagenetix has until the end of 2015 to acquire a 49% stake in Med Homepage earnings before taxes, as described above. However the date of the transaction will be scheduled to take place 2 months after written notice by Imagenetix that it will be acquiring the right to 49% of earnings. For example if Imagenetix provides written notice to Med Homepage on April 15th, 2015, then the transaction will be scheduled to take place on June 15th 2015.

5.1 **Miscellaneous Provisions**

a. Governing Laws: This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue and jurisdiction shall be the County of San Diego without regard to conflicts of laws. If either of the parties shall bring an action to enforce any provision hereof, the Prevailing Party shall be entitled to reimbursement for all reasonable attorney's fees and costs, together with other expenses related to the matter in controversy, and in addition to any other relief to which the prevailing Party may be entitled.
b. Modifications and Amendments. This Agreement represents the entire understanding between the parties relative to the matters contained herein, and supersedes all prior agreements and understandings respecting the same subject matter. This Agreement can only be modified and amended by an agreement in writing signed by both parties hereto.
c. Severability. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall be unaffected and the remainder construed to be valid and enforceable.
d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, email or other electronic medium shall have the same force and effect as an original signature, providing however, that the original signature shall be made available upon request.
e. Assignments. This Agreement is not assignable.
f. Heirs and Assigns. All benefits to be derived from this Agreement shall inure to the heirs and assigns of the parties hereto.
g. Authority. Each of the signers hereof warrant and represent that they have the requisite approval from any corporate entity they represent, and are authorized to enter into this Agreement.
h. Valuations. Any values for shares of stock or ownership interests mentioned herein are arbitrary and are acknowledged by the parties as being fair and negotiated.
i. Term of Agreement. Unless sooner terminated by acts and terms described herein, this Agreement shall terminate on December 31, 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as shown below:

Imagenetix, Inc.: by ____________________ Dated: 2-14-14
William P. Spencer, CEO

Med Homepage, Inc.: ____________________ Dated: Feb 14, 2014
Kim Vanderlinden, President

Exhibit C

STOCK PURCHASE AGREEMENT

THIS AGREEMENT, is to be effective on the 13th day of February, 2014 ("Effective Date"), is made by and between IMAGENETIX, INC., a Nevada company publicly traded on NASDAQ, and represented by it's major shareholder and Chief Executive Officer, William P. Spencer, and who's principal place of business is located at 10845 Rancho Bernardo Rd., Ste. 105, San Diego, California 92127; and KIM VANDERLINDEN ("Vanderlinden"), sole managing member of Periodyne, LLC, a California Limited Liability Company with it's principal place of business located at 600 Palm Ave., Ste. 220, Imperial Beach, California 91932.

RECITALS

A. Imagenetix and Periodyne (formerly 'Periodyme') entered into an Exclusive Licensing, Marketing and Distribution Agreement on April 8, 2013, whereby Periodyne was granted the exclusive right and license to market and sell periodontal and human health products manufactured by Imagenetix incorporating certain of its patented ingredients. This Agreement described the terms upon which Periodyne could order products from and through Imagenetix.

B. Periodyne has been chartered and organized to market and promote a specific product manufactured by Imagenetix using one or more of its patented ingredients for gum health, which is safe for human consumption as a nutritional supplement health product.

C. The two companies have now determined that it is desirable to combine their respective experience and expertise in the nutritional health business and Imagenetix has expressed a desire to either effect a merger with Periodyne or otherwise purchase Kim Vanderlinden's outstanding membership interests of 97.1% in this company thereby resulting in Periodyne becoming a 97.1% owned subsidiary of Imagenetix, thereby benefitting from reporting income and expenses on a consolidated report for tax purposes.

D. PerioDyne LLC. previously received funds from 4 individuals. These 4 individuals have the option to convert their royalties on PerioDyne sales into a total of 2.9% of PerioDyne LLC. These 4 individuals paid $50,000 per unit. Each unit comes with the option to convert into a 1% membership of PerioDyne LLC. These individuals will now have the further option of converting into preferred shares of Imagenetix based on the current offering as of Feb 10, 2014. A unit of PerioDyne LLC. was $50,000 and one (1) preferred Imagenetix share is $9600. Therefore for each unit of Periodyne these individuals have the option of 5.2083 units of Imagenetix preferred shares. See the attachment for the PerioDyne LLC. Agreement with the four individuals.

THEREFORE, in consideration of the premises and undertakings described herein; the mutual promises and covenants between the parties, and other valuable consideration as acknowledged by the parties, the parties hereby agree to the following:

Transaction

The parties agree that Imagenetix will purchase and acquire 97.1% (ninety seven and one tenth percent) of the membership interests in Periodyne and become the sole Managing Member of the Company in exchange for the consideration described below.

2.1 **Consideration**

(a) Exchange of shares for membership interest: Vanderlinden agrees to relinquish, transfer and assign his membership in Periodyne, which is also designated as 'Managing Member' to Imagenetix in exchange for 3.4 million shares of Imagenetix which shall be restricted pursuant to Rule 144 of the Securities and Exchange Act of 1934.

(b) Warrants: In addition to the shares being exchanged for the membership interest, Imagenetix agrees to provide warrants to Vanderlinden to purchase and acquire 1.7 million shares of Imagenetix stock exercisable at a price of $1.50 per warrant. Said warrants may be exercised at any time for a period of five (5) years from the date that the contemplated purchase transaction is completed.

(c) Royalty Payments: In addition, Vanderlinden shall be entitled to receive additional income in the form of royalty payments from sales of product calculated as follows:

(1) Six percent (6%) of all gross sales up to $5 million paid quarterly.

(2) Eight percent (8%) of all gross sales above $5 million up to $10 million paid quarterly.

(3) Ten percent (10%) for all gross sales above $10 million paid quarterly.

2.2 **Additional Consideration**

As additional consideration for transfer and assignment of his equity ownership in Periodyne, Vanderlinden shall be entitled to the following:

(a) The purchase/exchange transaction shall be structured in such a way to have the least tax impact and consequence on Vanderlinden. For example an election may be made to convert Periodyne LLC to Periodyne Inc.

3.1 **Acknowledgment of Corporate Status**

Imagenetix is currently devising a Plan of Reorganization pursuant to it's Chapter 11 Proceeding. It is anticipated that this Plan should be finished and submitted by March 31, 2014. If, for any reason, Imagenetix is unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code, this purchase Agreement and Memorandum of Understanding shall be terminated, or upon conversion to Chapter 7, whichever is first to occur.

4.1 **Licensing and Marketing Agreement**

This agreement is a binding agreement, and expresses the intent of the parties to continue to follow through with this purchase and exchange agreement. To accomplish this purchase, compliance with securities rules and regulations may be necessary, and corporate approvals must be obtained, in addition to completing the bankruptcy process.

During the period from the execution of this Agreement, Imagenetix and Periodyne shall be bound by the terms and conditions contained in the Exclusive Licensing, Marketing and Distribution Agreement until such time of approval or denial of the Imagenetix business plan up to the date of August 31, 2014. In other words the terms and conditions of the Exclusive Licensing, Marketing and Distribution Agreement dated April 8, 2013, remains active and intact until August 31, 2014.

If the transaction as contemplated fails to close by Aug 31, 2014 and be completed as Hereinabove, then all other terms of the agreement dated April 8, 2013 will be in effect including and most importantly the exclusivity to buy and sell the product. Periodyne shall be granted a grace period from the Business Plan approval date (i.e. prior to August 31, 2014) before being required to begin the minimum purchases as described in the Exclusive Licensing Agreement. Thus, if Imagenetix's reorganization Plan is denied and not accepted by August 31, 2014, then the grace period would be until Sep 30 2014. The minimum quarterly purchases would then begin in the 4th quarter of 2014. This would result in an initial deposit for inventory that would need to be paid to Imagenetix by Oct 31, 2014. Should this occur, the minimum purchase requirements by for product from Imagenetix would be reduced by half or 50%. Using the scenario described above, by Oct 31, 2014 the initial order would be for 1,000,000 softgels and not 2,000,000 as in the Exclusive Licensing, Marketing and Distribution Agreement. Then the minimum purchase requirements for each of the following 3 quarters would be for $100,000. Then the minimum for each of the next 4 quarters would be $150,000. Then the minimum for each of the next 4 quarters would be $200,000 per quarter. Then the minimum for each of the next 4 quarters would be $250,000. Thereafter the minimum purchase per quarter will be $250,000.

If Imagenetix fails to exit chapter 11 in 2014, but is able to do so in 2015, then Imagenetix has the option until the end of 2015 to purchase Periodyne LLC. as described above.

5.1 **Miscellaneous Provisions**

a. Governing Laws: This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue and jurisdiction shall be the County of San Diego without regard to conflicts of laws. If either of the parties shall bring an action to enforce any provision hereof, the Prevailing Party shall be entitled to reimbursement for all reasonable attorney's fees and costs, together with other expenses related to the matter in controversy, and in addition to any other relief to which the prevailing Party may be entitled.

b. Modifications and Amendments. This Agreement represents the entire understanding between the parties relative to the matters contained herein, and supersedes all prior agreements and understandings respecting the same subject matter. This Agreement can only be modified and amended by an agreement in writing signed by both parties hereto.

c. Severability. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall be unaffected and the remainder construed to be valid and enforceable.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, email or other electronic medium shall have the same force and effect as an original signature, providing however, that the original signature shall be made available upon request.

e. Assignments. This Agreement is not assignable.

f. Heirs and Assigns. All benefits to be derived from this Agreement shall inure to the heirs and assigns of the parties hereto.

g. Authority. Each of the signers hereof warrant and represent that they have the requisite approval from any corporate entity they represent, and are authorized to enter into this Agreement.

h. Valuations. Any values for shares of stock or ownership interests mentioned herein are arbitrary and are acknowledged by the parties as being fair and negotiated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as shown below:

Imagenetix, Inc.: by [signature] Dated: Feb 14, 2014
William P. Spencer, CEO

Kim Vanderlinden: [signature] Dated: FEB 14, 2014

Exhibit D

Profit Sharing and Purchase Agreement

THIS AGREEMENT, intended to be effective on the 31st of Aug, 2014 ("Effective Date"), is made by and between IMAGENETIX, INC., a Nevada company publicly traded on NASDAQ, and represented by it's Chief Executive Officer, William P. Spencer, and who's principal place of business is located at 10845 Rancho Bernardo Rd., Ste. 105, San Diego, California 92127; and Med Homepage Inc. dba Hope Science Inc, a Washington State Corp, with a principal place of business at 600 Palm Ave, suite #220, Imperial Beach, California 91932.

RECITALS

A. Imagenetix and Med Homepage previously entered into a number of both Exclusive and Non-Exclusive Licensing, Marketing and Distribution Agreements. Med Homepage was at one time granted the right and license to market human health products on a non-exclusive basis and animal products on a worldwide exclusive basis (Agreement dated June 1, 2010) and animal products on a worldwide exclusive basis (Agreement dated July 1, 2012). The products were manufactured by Imagenetix incorporating its patented ingredients. These Agreements described the terms upon which Med Homepage could order products from Imagenetix.

B. The two companies have now determined that it is desirable to combine their respective experience and expertise in the nutritional health business for both people and animals. Imagenetix has expressed a desire to acquire a 49% stake of Med Homepage earnings before taxes. In return Imagenetix will supply product at cost to Med Homepage.

THEREFORE, in consideration of the premises and undertakings described herein; the mutual promises and covenants between the parties, and other valuable consideration as acknowledged by the parties, the parties hereby agree to the following:

1.1 **Transaction**

The parties agree that Imagenetix will acquire a forty nine percent (49%) interest in the Med Homepage earnings before taxes.

2.1 **Consideration**

(a) Imagenetix will no longer mark up the price of products to Med Homepage and will therefore sell to Med Homepage products at cost.

(b) Med Homepage will no longer have to purchase a minimum amount of product from Imagenetix in order to maintain exclusivity in the animal market.

2.2 **Additional Consideration**

(a) The purchase/exchange transaction shall be structured in such a way to have the least tax impact and consequence on Kim Vanderlinden.

(b) Imagenetix will provide fulfillment and shipping as well as business offices or premises. Imagenetix will generate sales and prepare either monthly or quarterly financial statements for cash distribution purposes.

(c) Imagenetix will attempt to secure a US citizenship or a green card for Kim Vanderlinden and his wife Debbie Vanderlinden. Once citizenship or a green card is secured, Imagenetix has the option to acquire 100% of Med Homepage, but will still be required to provide Kim Vanderlinden 51% of the profits before taxes.

3.1 **Acknowledgment of Corporate Status**

Imagenetix is currently devising a Plan of Reorganization pursuant to it's Chapter 11 Proceeding. It is anticipated that this Plan should be finished and submitted by March 31, 2014. It is also anticipated that the Plan will be approved before the end of Aug 2014. For this transaction to occur Imagenetix must first successfully exit chapter 11 and this is why the effective date of this transaction is listed as Aug 31st, 2014. If Imagenetix chapter 11 status is converted to chapter 7, then this agreement will be voided and will have never occurred. If, for any reason, Imagenetix is unable to extricate itself from the Chapter 11 process in the year 2014, or the Chapter 11 proceeding is converted to a Chapter 7 liquidation pursuant to the Bankruptcy Code, this purchase Agreement and shall be terminated, or upon conversion to Chapter 7, whichever is first to occur.

4.1 **Licensing and Marketing Agreement**

This is a binding agreement, and expresses the intent of the parties to continue to follow through with this purchase and exchange agreement. To accomplish this purchase, compliance with securities rules and regulations may be necessary in addition to completing the bankruptcy process.

If Imagenetix fails to exit chapter 11 in 2014, but is able to do so in 2015, then Imagenetix has until the end of 2015 to acquire a 49% stake in Med Homepage earnings before taxes, as described above. However the date of the transaction will officially take place 2 months after written notice by Imagenetix that it will be acquiring the 49% of earnings.
For example if Imagenetix provides written notice to Med Homepage on April 15th, 2015 then the transaction will officially take place on June 15th 2015.

5.1 **Miscellaneous Provisions**

a. Governing Laws: This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue and jurisdiction shall be the County of San Diego without regard to conflicts of laws. If either of the parties shall bring an action to enforce any provision hereof, the Prevailing Party shall be entitled to reimbursement for all reasonable attorney's fees and costs, together with other expenses related to the matter in controversy, and in addition to any other relief to which the prevailing Party may be entitled.

b. Modifications and Amendments. This Agreement represents the entire understanding between the parties relative to the matters contained herein, and supersedes all prior agreements and understandings respecting the same subject matter. This Agreement can only be modified and amended by an agreement in writing signed by both parties hereto.

c. Severability. Whenever possible, each provision of this Agreement shall be construed and interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Assignment is held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall be unaffected and the remainder construed to be valid and enforceable.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, email or other electronic medium shall have the same force and effect as an original signature, providing however, that the original signature shall be made available upon request.

e. Assignments. This Agreement is not assignable.

f. Heirs and Assigns. All benefits to be derived from this Agreement shall inure to the heirs and assigns of the parties hereto.

g. Authority. Each of the signers hereof warrant and represent that they have the requisite approval from any corporate entity they represent, and are authorized to enter into this Agreement.

h. Valuations. Any values for shares of stock or ownership interests mentioned herein are arbitrary and are acknowledged by the parties as being fair and negotiated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as shown below:

Imagenetix, Inc.: by [signature] Dated: 2-14-2014
William P. Spencer, CEO

Med Homepage, Inc.: [signature] Dated: Feb 14, 2014
Kim Vanderlinden, President